

MEMORANDUM

APRIL 3, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: PAUL L. McCANN, ASSISTANT TO THE DIRECTOR
RALPH CAHILL, ASSISTANT GENERAL COUNSEL

SUBJECT: AUTHORIZATION TO EXECUTE DEED TRANSFERRING TITLE
TO THE UNDERLYING FEE OF VARIOUS PARCELS LOCATED
IN THE WASHINGTON PARK, SOUTH END AND CHARLESTOWN
URBAN RENEWAL AREAS THAT PUBLIC FACILITIES
DEPARTMENT BUILT SCHOOLS, PLAYGROUND AND
LIBRARIES BUT NEVER CONFIRMED TITLE TO THE CITY

There currently exists on various parcels of land owned by the Authority public buildings, including schools, playgrounds and libraries built by the Public Facilities Department and under the full control of the City but which title has never been confirmed into the City.

In Charlestown Disposition Parcel X-4, containing 8,790 square feet at Main and Green Streets is a library. Parcel P-3, containing 64,320 square feet at Medford and Terminal Streets is the High School athletic field. Parcel R-16 containing 16,714 square feet at Medford and Polk Streets is the High School.

In the South End PB-6, containing 16,100 square feet at 700 Tremont Street is a library. Parcel PB-10A containing 109,327 square feet at the corner of Washington and West Dedham Streets is the Blackstone School. Parcel P-13 containing 84,410 square feet at Washington and Marginal Streets is the Quincy School. Parcel PB-4 containing 64,633 square feet at Camden and Northampton Streets is the Carter School.

In Washington Park, at Hamboldt and Waumbeck Streets Parcel I-5A containing 56,762 square feet is a playground for the Trotter School.

The Authority has previously authorized individual conveyances of these parcels but the parties never finalized the conveyances. The Public Facilities will accept transfer of these parcels at this time. Due to the rising costs of insurance and liability, it is important at this time to confirm these various parcels to the City of Boston, Public Facilities Commission.

An appropriate vote follows:

VOTED: That the Director be and hereby is authorized to execute deeds and other appropriate documents necessary to transfer the ownership of various parcels listed in the attached deed, in the Charlestown, South End and Washington Park Urban Renewal Areas to the City of Boston, acting by and through its Public Facilities Commission.

DEED

Boston Redevelopment Authority, a public body, politic and corporate, duly organized and existing pursuant to Chapter 121B of the General Laws of Massachusetts, having its usual place of business in Boston, Suffolk County, Commonwealth of Massachusetts, for consideration of Two Hundred Twenty Thousand Four Hundred (\$220,400) Dollars paid and the covenants contained herein, grants unto the City of Boston, acting by and through its Public Facilities Commission, (Grantee) with QUITCLAIM COVENANTS, the following-described land with buildings thereon (Property), in the City of Boston, Suffolk County, Massachusetts:

PARCEL 1 Disposition Parcel X-4, containing approximately (8,790) eight thousand seven hundred ninety square feet, located in the Charlestown Urban Renewal Area and shown on a plan drawn by C. H. Gannett, C.E., dated August 3, 1926, as modified and approved by the Court, filed in the Land Registration Office as Plan No. 11721-A, a copy of a portion of which is filed with Certificate of Title No. 23014.

For title of Grantor, see Certificate of Title No. 75563. It is intended and meant to convey in this parcel Assessors Parcel 2-449, as shown in the Assessors' Plans of the City of Boston.

PARCEL 2 Disposition Parcel P-3, containing approximately sixty-four thousand three hundred twenty (64,320) square feet, shown on a plan entitled, "Boston Redevelopment Authority, Charlestown Urban Renewal Area, Project No. Mass. R-55, Boston, Suffolk County, Massachusetts, Delviery Parcel Plan P-3, dated April 18, 1974, prepared by Edwards and Kelcey, Inc., Boston, Mass., which plan is recorded at Suffolk Registry of Deeds in Book 8790, page 324.

It is intended and meant to convey herein Assessors' Parcel 2-2736 as included in this parcel. For title reference, see Order of Taking, dated May 29, 1975, recorded in Book 8790, page 324.

PARCEL 3 Disposition Parcel P-8, containing approximately five hundred ten thousand five hundred fifty-nine (510,559) square feet, shown on a plan entitled, "Boston Redevelopment Authority, Charlestown Urban Renewal Area, Project No. R-55, Boston, Suffolk County, Massachusetts, Delviery Parcel Plan P-8, P-8A-1, P-8A-2, dated August 6, 1974," prepared by Edwards & Kelcey, Inc., Boston, Mass., which plan is recorded with the grantor's Order of Taking in Book 8790, page 324.

It is intended and meant to convey herein Assessors' Parcel 2-2735 as included in this parcel, shown on Assessors' plans of said City.

Included within Parcel P-8 is a portion of registered land as described in Certificate of Title 5863 - LC 4610^B.

PARCEL 4 Disposition Parcel PB-5, containing approximately 16,100 square feet as shown on a plan entitled, "Boston Redevelopment Authority, South End Urban Renewal Area, Project No. Mass. R-56, Boston, Suffolk County, Massachusetts, Delivery Parcel Plan, Parcel PB-5, dated October, 1969, which Plan is recorded at

Suffolk County Registry of Deeds in Book 8348, page 259, with Grantor's Order of Taking.

Included within Parcel PB-5, is a portion of registered land as described in Land Court No. 7501.

It is intended and meant to convey herein Assessors' Parcel 4-2730 as included in this parcel.

PARCEL 5 Disposition Parcel PB-10A, containing approximately one hundred nine thousand three hundred twenty-seven (109,327) square feet, shown on a plan entitled, "Boston Redevelopment Authority, South End Urban Renewal Area, Project Mass. R-56, Boston, Suffolk County, Massachusetts, Delivery Parcel Plan Parcel PB-10A," prepared by C. E. Maguire, Inc., Waltham, Mass., dated January, 1975, which Plan is recorded with Grantor's Order of Taking, dated May 29, 1975, recorded at Suffolk Registry of Deeds in Book 8790, page 329.

Included within Parcel PB-10A are the following portions of registered land described in the following Certificates of Title 81133 - LC 22176; 79037 - LC 4850; 79191 - LC 7918; 85066 - LC 10596; 76481 - LC 23801; 70067 - LC 4740; 74145 - LC 5766.

It is intended and meant to convey herein Assessors' Parcels 9-160 and 9-180, as included in this parcel, as shown on the Assessors' plans for the City of Boston.

PARCEL 6 Disposition Parcel P-13, containing approximately 84,410 square feet, shown on a plan entitled, "Delivery Parcel Plan, Parcel P-13/R-4, dated January 30, 1975," prepared by Charles J. Main & Sons Boston, Massachusetts, recorded at Suffolk Registry of Deeds with Grantor's Order of Taking in Book 8769, page 125.

Included within Parcel P-13 is a portion of registered land as described in Certificate 75657 - LC 13700-A.

It is intended and meant to convey herein Assessors' Parcel 3-5545 as shown on the Assessors' plans of said City.

PARCEL 7 Disposition Parcel R-16, containing approximately sixteen thousand seven hundred fourteen (16,714) square feet of land with buildings thereon, located at the corner of Medford Street and Polk Street in Charlestown and shown in the Boston Assessors' Plans of the City of Boston as Assessors' Parcel 2-128.

PARCEL 8 Disposition Parcel I-5A, a parcel of vacant land, containing approximately fifty-six thousand seven hundred sixty-two (56,762) square located at Humboldt Avenue and Warrenbeck Street in the Washington Park Urban Renewal Area and shown in the Boston Assessors' Plans of the City of Boston as Assessors' Parcel 12-3276.

PARCEL 9 That certain parcel of land with buildings thereon, containing approximately sixty-four thousand six hundred thirty-three (64,633) square feet, located on Northampton Street and Camden Street in the South End Urban Renewal Area and shown in the Boston Assessors' Parcel 9-1030.

The Grantee covenants for the Grantee, its successors and assigns, and every successor in interest to the property, or any part thereof, as follows:

- 1) The Grantee shall use the property in conformity with the land use provisions, planning objectives and other requirements for the property contained in the applicable urban renewal plan, as the same may be from time to time amended, until the termination of said Plan (Plan), and until such termination the Grantee shall not construct any building or structure on the property, and shall not reconstruct, demolish, subtract therefrom, make any additions thereto or extensions thereof, or change the materials, design, dimensions or color thereof, if such reconstruction, demolition, subtraction, addition, extension or change will affect in any way the external appearance of public lobbies, arcades, open spaces or landscaping, or the external appearance of any building (including roof and penthouse), unless and until (a) the proposed plans for such building structure or other such work have been submitted to the Grantee, its successors in interest, for review, and (b) the Grantor or its successors in interest, as the case may be, shall have in writing approved said proposed plans and authorized the said construction or other said work on the property.
- 2) Without limitation as to time, the Grantee shall not discriminate upon the basis of race, color, sex, religion or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon, or any part thereof, or in connection with the employment or application for employment of persons for the construction of any such improvements.
- 3) The Grantee shall, at all times until the expiration of the term of the applicable plan, keep the improvements constructed on the property in good and safe condition and

and repair unless such improvements shall have become uninsurable, and in the occupancy, maintenance and operation of such improvements, the property shall comply with the terms and conditions of the plan and all laws, ordinances, codes and regulations applicable thereto.

4) The covenants provided in this Deed shall be covenants running with the land, binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Boston, and in the case of the covenant provided in paragraph (3) above, the United States, both for and in its or their own right and also to protect the interest of the community and other parties, public and private, in whose favor or for whose benefit the covenants have been provided, against the Grantee, its successors and assigns, and every successor in interest to the property or any part thereof of any interest therein, and any party in possession or occupancy of the property or any part thereof. It is further intended and agreed that the covenants provided in this Deed shall remain in effect for the term of the applicable plan, or until such date thereafter to which such term may be extended by proper amendment of the plan. The covenant provided in paragraph (2) shall remain in effect without limitation as to time.

IN WITNESS WHEREOF, on _____ at Boston, Massachusetts, the parties hereto have caused this instrument in three counterparts to be signed, sealed and delivered by their duly authorized officers or representatives, respectively.

Signed, sealed and delivered BOSTON REDEVELOPMENT AUTHORITY
in the presence of

By _____
Stephen Coyle, Director

CITY OF BOSTON, ACTING BY AND THROUGH
ITS PUBLIC FACILITIES COMMISSION

By

Lisa G. Chapnick, Director
Public Facilities Department

Approved as to form:

Ralph F. Cahill
Assistant General Counsel
Boston Redevelopment Authority

